

STATE OF ILLINOIS
REQUEST FOR PROPOSAL

ILLINOIS POWER AGENCY
PROFESSIONAL SERVICES- ELECTRICITY PROCUREMENT PLANNING

Reference Number 12-RFP-01

The Illinois Power Agency (“Agency” or “State”) requests proposals from qualified and responsible Offerors selected from responses to the Agency’s 12-RFQ-01 to meet its needs. A brief description is set forth below for Offer’s convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes an offer.

Brief Description:

The Agency develops procurement plans and conducts competitive solicitations for resources necessary for the provision of bundled rate electric service to eligible retail customers of the Ameren Illinois and ComEd utilities. To assist in meeting this mission, the Agency is seeking experts in the fields noted in this RFP for consulting purposes. This solicitation is specifically governed by the following portion of the Illinois Power Agency Act: 20 ILCS 3855/1-75(a) and is exempt from the Illinois Procurement Code.

The resulting contract with the awarded vendor shall have an initial term of approximately January 1, 2013 through December 31, 2013. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed 5 years. Subject to the maximum total term limitation, the Illinois Power Agency has the option to renew for the following terms: four annual renewals on a calendar year basis, through December 31, 2017.

Please read the entire solicitation package and submit an offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the offer. Do not submit the instructions pages with offers. Offerors should keep the Instructions and a copy of offers for future reference.

ONLY RESPONSES FROM RESPONDENTS TO 12-RFQ-01 THAT SUCCESSFULLY PASSED THE REVIEW SCREEN PROVIDED IN 20 ILCS 3855/1-74(a) SHALL BE CONSIDERED AS RESPONSIVE TO THIS RFP.

Please adhere to Form and Content of Proposal requirements or offers may not be considered.

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INSTRUCTIONS & SELECTION OF OFFEROR

A. INSTRUCTIONS FOR SUBMITTING OFFERS

- A.1. HOW TO ENTER INFORMATION:** Type information in the text fields provided. Text fields are indicated by the instruction "Click here to enter text." in red font. If the information requested does not apply to the Offeror's situation, then enter "N/A" into the text field. Please enter the requested information or N/A into every red text field.
- A.2. PUBLISHED PROCUREMENT INFORMATION:** Although this solicitation is exempt from the Illinois Procurement Code, the Agency will use State channels to disseminate information about this RFP. The State publishes procurement information, including updates, on the Illinois Procurement Bulletin (www.purchase.state.il.us), Illinois Public Higher Education Procurement Bulletin (www.procure.state.il.us), Transportation Procurement Bulletin (www.dot.il.gov/desenv/transprocbulletin.html) or the Illinois Capital Development Board Bulletin (www.cdb.state.il.us/procurement.shtml) (collectively and individually referred to as "Bulletin"). Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin. The State will not be held responsible if Offeror fails to receive the optional e-mail notices.
- A.3. SOLICITATION CONTACT:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. The State/Agency shall not be held responsible for information provided to any other person.

Solicitation Contact: Arlene A. Juracek	Phone: 312-814-8106
Agency: Illinois Power Agency	Fax: 312-814-0926
Street Address: 160 N. LaSalle Street, Suite C-504	TDD: 866-846-5276
City, State Zip: Chicago, IL 60601	
Email: arlene.juracek@illinois.gov	

Suspected errors should be immediately reported to the Solicitation Contact identified above. Do not discuss the solicitation or any offer, directly or indirectly, with any State officer or employee other than the Solicitation Contact.

- A.4. OFFEROR QUESTIONS AND AGENCY RESPONSE:** All questions, other than those raised at any Offeror conference, that pertain to this solicitation must be submitted in written form and submitted to the Solicitation Contact no later than December 12, 2012. Questions received and Agency responses may be posted as an Addendum to the original solicitation on the Bulletin; only these written answers to questions shall be binding on the State. Offerors are responsible for monitoring the Bulletin.
- A.5. REQUIRED MEETINGS**

Offeror Conference/Site Visit: ☒ Yes ☐ No

Mandatory Attendance: ☐ Yes ☒ No

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If attendance is mandatory, Offeror (current Vendor included) will be disqualified and considered non-responsive if Offeror does not attend, is not on time, leaves early or fails to sign the attendance sheet. Offeror must allow adequate time to accommodate security screenings at the site.

Date: December 14, 2012

Time: 2 pm CPT

Location: **Conference Call: please e-mail the Agency contact at arlene.juracek@illinois.gov and a call-in number and password will be provided.**

A.6. OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS: Offers will be opened at the Submit/Deliver Offers To address provided below at the Offer Due Date & Time specified below.

A.6.1. Offer Due Date & Time

Date: December 28, 2012

Time: 5:00 pm CPT

A.6.2. Offer Firm Time: The Offer must remain firm for 60 days from opening.

A.6.3. Submit/Deliver Offers To:

Agency: Illinois Power Agency
Attn: Arlene A. Juracek
Address: 160 N. LaSalle St., Suite C-504
City, State Zip: Chicago, IL 60601
Project Title & Reference # Request for Proposal Professional Services – Electricity Procurement Planning 12-RFP-01

(Place label outside of envelopes/containers)

A.7. ORGANIZATION REQUIRED AND SUBMISSION OF OFFERS: Responses to this RFP must be submitted in a single sealed envelope/container clearly labeled with the Request for Proposal title, and proposer's name. One original, four hard copies, and one electronic copy of the proposal package must be provided. (There is no need to include the information requested below on separate CDs or USBs.) The proposal package shall contain the following three sections and attachment:

Section 1 - Offer

Section 2 - Technical Response

Section 3 - Pricing Proposal

Attachment LL - Solicitation and Contract Terms and Conditions Exceptions. **The Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Offeror's offer.**

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- A.8. EMPLOYMENT TAX CREDIT:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 & 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.9. GOVERNING LAW AND FORUM:** Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". Vendor may view the full text at (www.ilga.gov/legislation/ilcs/ilcs.asp). The Illinois Power Agency Act (20 ILCS 3855/1-75) and 220 ILCS 5/16-111.5 of the Public Utilities Act are applicable to this solicitation. See specifically 20 ILCS 3855/1-75(a) for statutory qualifications and the selection process.
- A.10. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror's name, the substance of the Offer, and the price. If Offeror requests confidential treatment, Offeror must submit additional copies of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure. Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror's request for confidential treatment. Offeror agrees the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.
- A.11. RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the State and in accordance with rules and other applicable state and federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as non-responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract. Posting Offeror's name in a Bulletin notice does not entitle Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Offeror(s) shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).
- A.12. AWARD:** The State is not obligated to award a contract pursuant to this solicitation. The RFQ/RFP qualification, selection and award process contained in 20 ILCS 3855/1-75(a) will be followed. As a result of this RFP, the Illinois Power Agency may select the winning Offeror to develop procurement plans based on the winning proposal(s) and may, except as provided below, award a one-year contract with four one-year renewal options to the winning Offeror. If the State issues an award, the award will be made to the Responsive Offeror and most Responsible Offeror whose Offer best meets the specified criteria. However, if the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the

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needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to the Illinois Power Agency web site at www.illinois.gov/IPA identifying the selected Offeror.

- A.13. INCORPORATION OF 12-RFQ-01 BY REFERENCE:** The Agency's 12-RFQ-01 and Offeror's responses to such RFQ are incorporated and made part of this RFP by reference.
- A.14. PREQUALIFICATION TO RESPOND:** Offerors invited to respond to this RFP were qualified as an expert or expert consulting firm. in accordance to 20 ILCS 3855/1-75(a) and resulting from the evaluation of responses to 12-RFQ-01
- A.15. INVOICING ADDRESS:** Offeror shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency	Illinois Power Agency
Attn:	Kristene Callanta
Address:	160 N. LaSalle St., Suite C-504
City, State Zip:	Chicago, IL 60601

Offeror shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the Agency's Illinois tax exemption number and federal tax exemption information.

B. SELECTION OF VENDOR

- B.1.** The State may award to the most Responsive Offeror whose Offer best meets the below criteria. The State considers the information provided and the quality of that information when evaluating Offers. If the State finds a failure or deficiency, the State may reject the Offer or reflect the failure or deficiency in the evaluation.
- B.2.** The State will determine whether offeror's offer complied with the instructions for submitting offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that a offerof correct deficiencies as a condition of further evaluation.
- B.3.** The State determines how well Offers meet the Responsiveness requirements. The State ranks Offers, without consideration of Price, from best to least qualified using a point ranking system as an aid in conducting the evaluation.
- B.4.** If the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors.
- B.5.** The chart below shows the elements of Responsiveness that the State evaluates and their relative weights in point format.

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B.5.1. The total number of points for Responsiveness is 100.

B.5.2. RESPONSIVENESS ELEMENTS

Element	Maximum Points Awarded
Demonstration of the ability to understand the regional fundamental factors that affect financial risk to Eligible Retail Customers resulting from supply procurement strategies.	20
Demonstration of the ability to model regional fundamental factors to assess financial risk to Eligible Retail Customers resulting from supply procurement strategies.	20
Demonstration of the ability to present the results of financial risk analysis and the corresponding conclusions.	20
Demonstration of the ability to write clearly, concisely and persuasively.	20
Demonstration of the ability to organize, present, and complete the response to this RFP.	20

B.6. The State also evaluates Price using a point system. The maximum number of points for Price will be 100 ("Maximum Price Points"). The State will determine Price points for each Offeror using the following formula:

$$\text{Offeror Price Points} = \text{Maximum Price Points times (Lowest Price divided by Offeror's Price)}$$

B.7. The Offeror Total Points equals the Offeror Responsiveness Points (B.4. above) plus Offeror Price Points (B.5. above)

B.8. The Offeror with the highest Total Points will be selected for contract award.

SECTION 1 - OFFER & CHECK LIST

1. OFFER TO PROVIDE PROFESSIONAL SERVICES - ELECTRICITY PROCUREMENT PLANNING CONSULTANT / REFERENCE NUMBERS 12-RFQ-01 and 12-RFP-01

The undersigned authorized representative of the identified Offeror hereby submits this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, the Offeror makes an Offer to the State of Illinois that the State may accept.

Offeror should use this form as a final check to ensure that all required documents are completed and included with the Offer. Offeror must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Offeror understands that failure to meet all requirements is cause for disqualification.

- 1.1 SOLICITATION AND CONTRACT REVIEW:** Offeror reviewed the Request for Proposal, including all referenced documents (including 12-RFQ-01), and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the State of Illinois.

☐ Yes ☐ No

- 1.2 INCORPORATION OF 12-RFQ-01 BY REFERENCE:** Offeror acknowledges that 12-RFQ-01 and Offeror's responses to this RFQ are incorporated and made part of this solicitation by reference.

☐ Yes ☐ No

- 1.3 ADDENDA:** Offeror acknowledges receipt of any and all addendums to the solicitation and has taken those into account in making this Offer.

☐ Yes ☐ No ☐ N/A

- 1.4 OFFEROR CONFERENCE:** If attendance was mandatory, Offeror attended the Offeror Conference.

☐ Yes ☐ No ☐ N/A

- 1.5 OFFER SUBMISSION:** Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

☐ Yes ☐ No

- 1.6 OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS:** Offeror is submitting proposed solutions to meet the State's requirements in Section 2.5.

a) Preparation of the August 15 Procurement Plan

☐ Yes ☐ No

b) Analysis of the risks, costs, and benefits of using full requirements service products to serve eligible retail customer load

☐ Yes ☐ No

c) Analysis of the risks, costs, and benefits of using fixed-quantity fixed-price forward contracts and RTO load balancing market transactions to serve eligible retail customer load

SECTION 1 - OFFER & CHECK LIST

☐ Yes ☐ No

d) Preparation of *The Costs and Benefits of Renewable Resource Procurement in Illinois Under the Illinois Power Agency and Illinois Public Utilities Acts* (Report)

☐ Yes ☐ No

e) Provide ad hoc deliverables as requested by the Agency

☐ Yes ☐ No

1.7 PRICING: Offeror is submitting proposed pricing as requested in Section 3.

a) Preparation of the August 15 Procurement Plan

☐ Yes ☐ No

b) Analysis of the risks, costs, and benefits of using full requirements service products to serve eligible retail customer load

☐ Yes ☐ No

c) Analysis of the risks, costs, and benefits of using fixed-quantity fixed-price forward contracts and RTO load balancing market transactions to serve eligible retail customer load

☐ Yes ☐ No

d) Preparation of *The Costs and Benefits of Renewable Resource Procurement in Illinois Under the Illinois Power Agency and Illinois Public Utilities Acts* (Report)

☐ Yes ☐ No

1.8 STATE OF ILLINOIS STANDARD TERMS AND CONDITIONS: Offeror reviewed the State of Illinois Standard Terms and Conditions, Attachment DD.

☐ Yes ☐ No

1.9 STATE OF ILLINOIS STANDARD CERTIFICATIONS: Offeror reviewed the State of Illinois Standard Certifications, Attachment GG.

☐ Yes ☐ No

1.10 SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS: Offeror reviewed, and signed the State of Illinois Solicitation and Contract Terms and Conditions Exceptions, Attachment LL.

☐ Yes ☐ No

Signature of Authorized Representative: _____

Printed Name of Signatory: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

SECTION 2 - SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK AND OFFEROR ROPOSED SOLUTION

2. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK AND OFFEROR ROPOSED SOLUTION

2.1. GOAL: The Illinois Power Agency seeks qualified and responsible consulting and planning services to assist the Agency in meeting its mission to develop plans annually for the procurement of adequate, reliable, affordable, efficient and environmentally sustainable electric service at the lowest total cost over time, taking into account any benefits of price stability for the eligible retail customers of Ameren Illinois and ComEd and any other utilities which may require the services of the Agency.

2.2. SERVICES REQUIRED: Agency requires expert consulting services to meet its mission from offerors with direct previous experience assembling large-scale power supply plans and portfolios for utility service to end-use customers; staff with advanced degrees in economics, mathematics, engineering, risk management, or a related area of study; at least 10 years of experience in the electricity sector, including managing supply risk; expertise in wholesale electricity market rules, including those established by the Federal Energy Regulatory Commission and regional transmission organizations; expertise in credit protocols and familiarity with contract protocols; experience in renewables markets and products; adequate resources to perform and fulfill the required functions and responsibilities; and the absence of a conflict of interest.

2.3. MILESTONES AND DELIVERABLES: The successful offeror will be able to assist the Agency to meet two specific milestones: a) submission of a Public Comment Draft of a 5-Year Procurement Plan on or before August 15 of each calendar year; and b) and submission of a report to the Illinois General Assembly and the Illinois Commerce Commission each April 1, detailing the relative costs and benefits of the Agency's renewable resource procurement activity. Additionally, c) ad hoc deliverables may be required to assist the Agency in meeting its statutory mission and regulatory requirements.

2.4. STAFF SPECIFICATIONS: Prior Agency Procurement Plans and Renewable Resource Procurement Activity Costs and Benefits Report may be examined for reference at www.Illinois.gov/IPA.

2.5. OFFEROR PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS: Please respond in the space below separately for each of the specific deliverables – Sections 2.5.a. through 2.5.e. below, describing how the Respondent proposes to support the Agency with expert consulting services in order to meet the milestones listed in Section 2.3 above.

2.5.a. Preparation of the August 15 Procurement Plan:

[Click here to enter text.](#)

2.5.b. Analysis of the risks, costs, and benefits of using a full requirement service product to serve eligible retail customer load. Please describe the approach to perform the analysis and scope; list key assumptions, inputs, and outputs; describe/illustrate the anticipated presentation of results and conclusions:

[Click here to enter text.](#)

2.5.c. Analysis of the risks, costs, and benefits of using fixed-quantity fixed-price forward contracts and RTO load balancing market transactions to serve eligible retail customer load: Please describe the approach to perform the analysis and scope; list key assumptions, inputs, and outputs; describe/illustrate the anticipated presentation of results and conclusions:

[Click here to enter text.](#)

SECTION 2 - SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK AND OFFEROR PROPOSED SOLUTION

2.5.d Preparation of *The Costs and Benefits of Renewable Resource Procurement in Illinois Under the Illinois Power Agency and Illinois Public Utilities Acts* (Report):

[Click here to enter text.](#)

2.5.e Provide ad hoc deliverables as requested by the Agency:

[Click here to enter text.](#)

Signature of Authorized Representative: _____

Printed Name of Signatory: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

3. PRICING

3.1. FORMAT OF PRICING:

3.1.1. Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in this Request for Proposal. Offeror's price Offer shall serve as the basis for compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror's entire offer non-responsive and ineligible for award.

3.1.2. Pricing shall be submitted in the format specified below for the following tasks:

3.1.2.a. Preparation of the August 15 Procurement Plan

3.1.2.b. Analysis of the risks, costs, and benefits of using full requirement service products to serve eligible retail customer load

3.1.2.c. Analysis of the risks, costs, and benefits of using fixed-quantity fixed-price forward contracts and RTO load balancing market transactions to serve eligible retail customer load

3.1.2.d. Preparation of *The Costs and Benefits of Renewable Resource Procurement in Illinois Under the Illinois Power Agency and Illinois Public Utilities Acts* (Report)

SECTION 3 - PRICE PROPOSAL

3.1.2.a. Preparation of the August 15 Procurement Plan: For pricing/evaluation purposes, assume that the 2014 Procurement Plan will be an updated version of the 2013 plan (<http://www2.illinois.gov/ipa/Documents/2013ProcurementPlanFINAL9-28-12.pdf>). Please provide a proposed price to update the plan accordingly. Note - during the development of the 2014 plan, each section of the Plan will be considered a separate Task. The Agency may or may not assign the selected Offeror (consultant) specific sections of the Plan for research and development. For pricing, please use the format/templates below (add rows as necessary).

Consultant's Team Members	Relevant Area of Expertise and years of related experience

Other Required Resources (i.e. software)	Brief Description

SECTION 3 - PRICE PROPOSAL

Plan Section 1.0 Executive Summary			
Consultant's Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (\$)
Other Cost (please specify)			

Plan Section 2.0 Legislative/Regulatory Requirements of the Plan			
Consultant's Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (\$)
Other Cost (please specify)			

Plan Section 3.0 Load Forecasts			
Consultant's Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (\$)
Other Cost (please specify)			

Plan Section 4.0 Existing Resource Portfolio and Supply Gap to be Filled			
Consultant's Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (\$)
Other Cost (please specify)			

Plan Section 5.0 MISO and PJM Resource Adequacy Outlook and Uncertainty			
Consultant's Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (\$)
Other Cost (please specify)			

Plan Section 6.0 Managing Supply Risks			
Consultant's Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (\$)
Other Cost (please specify)			

Plan Section 7.0 Resource Choices for the 2013 Procurement Plan			
Consultant's Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (\$)
Other Cost (please specify)			

Plan Section 8.0 Renewable Resources Availability and Procurement Analysis			
Consultant's Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (\$)
Other Cost (please specify)			

Plan Section 9.0 Procurement Process Design			
Consultant's Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (\$)
Other Cost (please specify)			

SECTION 3 - PRICE PROPOSAL

Summary				
Plan Section	Estimated Labor Hours	Estimated Labor Cost	Estimated Other Costs	All Estimated Costs (a)
1.0				
2.0				
3.0				
4.0				
5.0				
6.0				
7.0				
8.0				
9.0				
Subtotal				
Section 3.1.2.a. Total Estimated Costs (sum of All Estimated Costs(a)):				\$_____

SECTION 3 - PRICE PROPOSAL

3.1.2.b. Analysis of the risks, costs, and benefits of using full requirement service products to serve eligible retail customer load: For pricing/evaluation purposes, please provide an estimated price to accomplish the Offeror's proposed solution described in Section 2.5.b. above. Please use the format/templates below (add rows as necessary).

Consultant's Team Members	Relevant Area of Expertise and years of related experience

Other Required Resources (i.e. software)	Brief Description

Analysis of the risks, costs, and benefits of using full requirement service products to serve eligible retail customer load			
Consultant's Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (a)
Other Cost (please specify)			
Section 3.1.2.b. Total Estimated Cost (sum of Estimated Cost (a)):			\$_____

3.1.2.c. Analysis of the risks, costs, and benefits of using fixed-quantity fixed-price forward contracts and RTO load balancing market transactions to serve eligible retail customer load: For pricing/evaluation purposes, please provide an estimated price to accomplish the Offeror's proposed solution described in Section 2.5.c. above. Please use the format/templates below (add rows as necessary).

Consultant's Team Members	Relevant Area of Expertise and years of related experience

Other Required Resources (i.e. software)	Brief Description

Analysis of the risks, costs, and benefits of using fixed-quantity fixed-price forward contracts and RTO load balancing market transactions to serve eligible retail customer load			
Consultant's Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (a)
Other Cost (please specify)			
Section 3.1.2.c. Total Estimated Costs (sum of Estimated Cost (a)):			\$_____

SECTION 3 - PRICE PROPOSAL

3.1.2.d. Preparation of *The Costs and Benefits of Renewable Resource Procurement in Illinois Under the Illinois Power Agency and Illinois Public Utilities Acts* (Report): For pricing/evaluation purposes, assume that the 2013 Report will be an updated version of the 2012 Report (<http://www2.illinois.gov/ipa/Documents/April-2012-Renewables-Report-3-26-AAJ-Final.pdf>). Please provide a proposed price to update the Report accordingly. Note - During the development of the 2013 Report, each section of the Report will be considered as a separate Task. The Agency may or may not assign the selected Offeror (consultant) specific sections for research and development; please use the format/templates below (add rows as necessary).

Consultant's Team Members	Relevant Area of Expertise and years of related experience

Other Required Resources (i.e. software)	Brief Description

Report Section I. EXECUTIVE SUMMARY AND KEY FINDINGS			
Consultant's Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (\$)
Other Cost (please specify)			

Report Section II. INTRODUCTION AND BACKGROUND			
Consultant's Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (\$)
Other Cost (please specify)			

Report Section III. RENEWABLE RESOURCE PROCUREMENT IMPACT (include Appendices 1a, 1b, 2a, 2b, and 3)			
Consultant's Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (\$)
Other Cost (please specify)			

Report Section IV. ALTERNATIVE COMPLIANCE PAYMENT MECHANISM FUND REPORT			
Consultant's Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (\$)
Other Cost (please specify)			

Summary			
Report Section	Estimated Labor Hours	Estimated Labor Cost (a)	Estimated Other Costs (b)
I.			
II.			
III.			
IV.			
Subtotal			
Section 3.1.2.d. Total Estimated Cost (a) + (b): \$ _____			

SECTION 3 - PRICE PROPOSAL

- 3.2. TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is estimated:
- 3.3. EXPENSES ALLOWED:** Expenses ☒ are not allowed ☐ are allowed as follows: N/A.
- 3.4. DISCOUNT:** The State may receive a [Click here to enter text.](#)% discount for payment within [Click here to enter text.](#) days of receipt of correct invoice.
- 3.5. TAXES:** Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency's Illinois tax exemption number and federal tax exemption information.
- 3.6. OFFEROR'S PRICING OFFER:** Attach additional pages if necessary or if the format of pricing specified above in Section 3.1. requires additional pages.
- 3.6.1. Offeror's Estimated Price for the Initial Term, enter the sum of the Total Estimated Costs in sections 3.1.2.a through 3.1.2.d: [Click here to enter text.](#)
- 3.6.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.
- 3.6.2.1. Agency Formula for Determining Renewal Compensation: Same rate as for the initial term
- 3.6.2.2. Offeror's Price for Renewal(s): [Click here to enter text.](#)

Signature of Authorized Representative: _____

Printed Name of Signatory: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

1. TERM AND TERMINATION:

1.1. TERM OF THIS CONTRACT: This contract has an initial term of January 1, 2013 through December 31, 2013. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

1.1.1. In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 5 years.

1.1.2. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

1.2. RENEWAL: Subject to the maximum total term identified above, the State has the option to renew for the following term(s): Annual renewals for up to four (4) additional years, with an end date no later than December 31, 2017.

1.2.1. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

1.2.2. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

1.3. TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

1.3.1. If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

1.3.2. For termination due to any of the causes contained in this section, the State retains its right to seek any available legal or equitable remedies and damages.

1.4. TERMINATION FOR CONVENIENCE:

1.4.1. This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

any reason, including the refusal of utilities, in accordance with 20 ILCS 3855/1-75(g) to reimburse the IPA for its procurement planning costs associated with work performed.

- 1.4.2. The State may, for its convenience and with 30 days of prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. PAYMENT TERMS AND CONDITIONS:

- 2.1. **LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 ILL. ADM. CODE 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 2.2. **EXPENSES:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 2.3. **PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or <http://www.state.il.us/agency/idol/index.htm>.
- 2.4. **FEDERAL FUNDING:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 2.5. **INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 2.5.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the Agency's Illinois tax exemption number and federal tax exemption information.
 - 2.5.2. Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

Send invoices to:

Agency:	Illinois Power Agency
Attn:	Kristene Callanta
Address:	160 N. LaSalle St., Suite C-504
City, State Zip	Chicago, IL 60601

3. **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
4. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the IPA of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
5. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the Agency, the Auditor General, the Executive Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.
6. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

7. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
8. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days after the declaration.
9. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
10. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
11. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
12. **INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

13. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on the basis of Vendor being an independent contractor of or joint venturer with the State.
14. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
15. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
16. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
17. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADMIN. CODE 750. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at www.ilga.gov/legislation/ilcs/ilcs.asp.
18. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
19. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract.
20. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
21. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
22. **PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the State for a specified

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

23. FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

24. SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

25. WARRANTIES FOR SUPPLIES AND SERVICES

25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure of the supplies to meet such warranties.

25.2. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.

25.3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:

26.1. Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

26.2. By August 31 of each year, Vendor shall report to the Agency the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

27. EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

STATE OF ILLINOIS

STANDARD CERTIFICATIONS

ATTACHMENT GG

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or

STANDARD CERTIFICATIONS

ATTACHMENT GG

units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts.

7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false.
10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State.
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code.
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement.
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State.
18. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
19. Drug Free Workplace

STANDARD CERTIFICATIONS

ATTACHMENT GG

- 19.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 19.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
26. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT LL

[Click here to enter text.](#) agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: 12-RFP-01), including the standard terms and conditions, and certifications, with the following exceptions:

	Excluding certifications required by statute to be made by the Offeror, both Parties agree that all of the duties and obligations that the Offeror owes to Agency for the work performed shall be pursuant to the solicitation, resulting contract, and Offeror's exceptions accepted by the State thereto as set forth below.
Section/ Subsection #	STANDARD TERMS AND CONDITIONS - State the exception such as "add," "replace," and/or "delete."

By: [Click here to enter text.](#)

Signed: _____

Position: [Click here to enter text.](#)

Date: [Click here to enter text.](#)